

16U.0-08  
REV. 2/87

AUTORIDAD DE ENERGIA ELECTRICA DE PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY

FIANZA SOBRE CONTRATO DE SERVICIO ELECTRICO  
ELECTRIC SERVICE CONTRACT BOND

BOND NO. 914080

1. Nosotros, A. CORDERO BADILLO, INC.,  
WE,  
como Principal, y UNITED SURETY & INDEMNITY COMPANY,  
as Principal, and

Una corporación autorizada a hacer negocios en el Estado Libre Asociado  
A corporation authorized to transact business in the Commonwealth of

de Puerto Rico, como Asegurador, por la presente nos obligamos a favor  
Puerto Rico, as Surety, are hereby held and firmly bound unto Puerto

de la Autoridad de Energía Eléctrica, una corporación pública del  
Rico Electric Power Authority, a public corporation of the Commonwealth

Estado Libre Asociado, como Beneficiario, por la suma de NOVECIENTOS  
of Puerto Rico, as Oblige, in the penal sum of  
TREINTA MIL CON 00/100 dólares (\$930,000.00), por el pago de  
dóllars (\$ ), for the payment

cuya suma a su fecha fielmente, nos obligamos solidariamente nosotros,  
of which sum well and truly to be made, we bind ourselves, our heirs,

nuestros herederos, mandatarios, administradores y sucesores.  
executors, administrators, and successors, jointly and severally, firmly

by these presents.

2. Esta obligación se constituye como una condición de un contrato suscrito  
The condition of this obligation is such that, whereas the Principal

por el Principal con el Beneficiario, fechado \_\_\_\_\_,  
entered into a certain contract with the Oblige, dated \_\_\_\_\_,

19 \_\_, para garantizar el pago por consumo de energía eléctrica, renta  
19 \_\_, to guaranty the payment of electrical service, rent of equipment

de equipos y transformadores y toda obligación económica accesoria y  
and power transformers, and any other economic liabilities related to

relacionada con el suministro del referido servicio de energía eléctrica  
such services rendered by the Oblige to the Principal at \_\_\_\_\_

160.0-09  
REV. 2/87



AUTORIDAD DE ENERGIA ELECTRICA DE PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY

FIANZA SOBRE CONTRATO DE SERVICIO ELECTRICO  
ELECTRIC SERVICE CONTRACT BOND

BOND NO. 914080

1. Nosotros, A. CORDERO BADILLO, INC.,  
WE,

como Principal, y UNITED SURETY & INDEMNITY COMPANY,  
as Principal, and

Una corporación autorizada a hacer negocios en el Estado Libre Asociado  
A corporation authorized to transact business in the Commonwealth of

de Puerto Rico, como Asegurador, por la presente nos obligamos a favor  
Puerto Rico, as Surety, are hereby held and firmly bound unto Puerto

de la Autoridad de Energía Eléctrica, una corporación pública del  
Rico Electric Power Authority, a public corporation of the Commonwealth

Estado Libre Asociado, como Beneficiario, por la suma de NOVECIENTOS  
of Puerto Rico, as Oblige, in the penal sum of  
TREINTA MIL CON 00/100 dólares (\$930,000.00, por el pago de  
dóllars (\$ ), for the payment

cuya suma a su fecha fielmente, nos obligamos solidariamente nosotros,  
of which sum well and truly to be made, we bind ourselves, our heirs,

nuestros herederos, mandatarios, administradores y sucesores.  
executors, administrators, and successors, jointly and severally, firmly

by these presents.

2. Esta obligación se constituye como una condición de un contrato suscrito  
The condition of this obligation is such that, whereas the Principal

por el Principal con el Beneficiario, fechado \_\_\_\_\_,  
entered into a certain contract with the Oblige, dated \_\_\_\_\_,

19 \_\_, para garantizar el pago por consumo de energía eléctrica, renta  
19 \_\_, to guaranty the payment of electrical service, rent of equipment

de equipos y transformadores y toda obligación económica accesoria y  
and power transformers, and any other economic liabilities related to

relacionada con el suministro del referido servicio de energía eléctrica  
such services rendered by the Oblige to the Principal at \_\_\_\_\_

por el Beneficiario al Principal en VER DETALLE EN EL ENDOSO  
NUM. 1, for as long as

Principal shall make use of electrical service at above indicated  
location, commencing on 20 DE NOVIEMBRE de 19<sup>91</sup>, which contract

is hereby referred to and made part of this Contract Bond as fully  
hace formar parte de este contrato íntegramente como si fuese aquí  
and to the same extent as if copied at length herein.

transcrito literalmente.

3. Este contrato se entenderá estar condicionado por y sujeto a todas las  
This Contract Bond shall be construed as conditioned by and subject

Reglas y Reglamentos de la Autoridad de Energía Eléctrica que existan  
to all Puerto Rico Electric Power Authority Rules and Regulations

o puedan existir en el futuro, relativas y aplicables al Contrato  
existing or that may in the future exist concerning and applicable to

de Servicio Eléctrico entre el Principal y el Beneficiario, cuyas  
the Service Contract between Principal and Oblige, which Rules and

Reglas y Reglamentos se hacen formar parte de esta Fianza en Garantía  
Regulations are made part of this Contract Bond as if copied at length

de Contrato de Servicio Eléctrico, como si se transcribieran aquí  
herein.

literalmente.

4. Esta fianza será ejecutable, y el Asegurador pagará prontamente al  
This Contract Bond shall be executable, and Surety shall promptly

Beneficiario, cualesquiera sumas que le sean reclamadas cuando  
pay whatever sums are claimed to them by Oblige, whenever Principal

el Principal incurra en mora en el pago de sus facturas vencidas;  
incurrs in any delay in payment of bills due; and the fact that Oblige

y el hecho que el Beneficiario no haga una o más de tales  
does not make any such claims, if any such delays are incurred, shall

reclamaciones cuando ocurran tales retrasos, no constituirá renuncia  
not be construed to deprive Oblige of the right herein granted to make

del Beneficiario para hacer tal (es) reclamación (es) cuando quiera  
any such claims whenever such delays may further be incurred into.

luego de que se incurra en atrasos subsiguientes.

5. El Asegurador vendrá obligado al pago de las sumas objeto de esta Surety shall pay Obligee the penal sum convened at any time, limited fianza en cualquier tiempo, con sujeción sólo a las leyes de prescripción only by the statute of limitations applicable to Principal, and Surety ción aplicables al Principal, renunciando el Asegurador a cualesquiera hereby waives all other terms on statute of limitations or caducity otros términos de prescripción o caducidad relativas al Contrato de that may be applicable to bonding contracts.

Fianza.

6. El Beneficiario, cuando el Asegurador lo requiera, le informará con Obligee, whenever Surety so requests, will inform within reasonable diligencia razonable el estado de cuenta del Principal bajo el Contrato time the status of the account of Principal under the Service Contract. de Servicio Eléctrico. El aviso del último estado de la cuenta del Remittance of last bill of Principal under the Service Contract will be Principal bajo el Contrato de Servicio Eléctrico será aviso suficiente considered sufficient and adequate notice of status of the account. a tal fin.

7. Este contrato puede ser cancelado en cualquier tiempo, previo aviso This Contract Bond may be canceled at any time upon giving sixty (60) escrito de sesenta (60) días a la otra parte, como sigue: days written notice to other party, as follows:

- A. Por el Asegurador al Beneficiario por cualquier causa, o sin by Surety to Obligee, for any cause, or no cause, in which event causa, en cuyo caso la responsabilidad del Asegurador se exten- the Surety's liability shall cease and terminate at the expiration derá hasta sólo el vencimiento de dichos sesenta días. of said sixty days.

- B. Por la Autoridad de Energía Eléctrica, si el récord refleja By Puerto Rico Electric Power Authority, if record shows that que el servicio utilizado por el Principal ha aumentado en tal service used by principal has been increased to such degree that

forma que este Contrato de Fianza resulta ya insuficiente, dispo-  
this Contract Bond is rendered insufficient, provided that in

niéndose que en tales casos el Principal y el Asegurador podrán,  
such cases Principal and Surety may, within such sixty days,

dentro de los sesenta días a partir de la fecha del aviso, sus-  
subscribe an endorsement increasing the face amount of this

cribir y remitir al Beneficiario un endoso aumentando la cuantía de  
Contract Bond to whatever amount is then considered adequate.

este Contrato de Fianza a aquella suma que se estime adecuada.  
Cancellation by Puerto Rico Electric Power Authority

La cancelación de este Contrato de Fianza por el Beneficiario no  
forefeit its right to claim from Surety any amount due used by

constituirá renuncia de la Autoridad de Energía Eléctrica  
Principal up to date of cancellation and within the limits of this

para reclamar del Asegurador cualquier suma adeudada por el  
contract.

Principal hasta la fecha de cancelación y dentro de los límites de  
este contrato.

C. El aviso de cancelación se entregará personalmente, o por correo  
Notification of Cancellations shall be personally delivered, or by

certificado. En cualesquiera de los dos casos, copia del aviso de  
certified mail. In any such case, copy of notice of cancellation

cancelación será remitido al Principal.  
shall be sent to Principal.

8. En caso que el Principal cumpla fielmente cada una y todas las obliga-  
Now, therefore, if the Principal shall well and truly keep, do and

ciones bajo el Contrato de Servicio Eléctrico, en la forma, tiempo,  
perform, each and every, all and singular, the matters and things in

maneras especificadas en dicho contrato, y pague y reembolse al  
said contract set forth and specified to be by the said Principal kept,

Beneficiario cualesquiera créditos, pérdida o daños que al Beneficiario  
done and performed at the time and in the manner in said contract

favorezcan como resultado de cualquier retraso o incumplimiento  
specified, and shall pay over, make good and reimburse to the Obligee

del Principal, entonces este Contrato de Fianza se tendrá por no  
all loss and damage which said Obligee may sustain by reason of

ejecutable; de lo contrario permanecerá en toda su fuerza y vigor.  
failure or default on the part of said Principal, then this obligation  
shall be void; otherwise to be and remain in full force and effect.

9. En caso de conflicto en la interpretación de las palabras o frases de  
In case of conflict as to the meaning of words and phrases of this  
este contrato, prevalecerá la versión en español.  
contract, the Spanish version shall prevail.

En testimonio de lo cual, las partes arriba obligadas suscriben este  
In witness whereof, the above bound parties have executed this ins-

instrumento bajo los correspondientes sellos oficiales, hoy día  
trument under their several seals this day of 19 \_\_,

25 de OCTUBRE de 19 01, insertándose y estampándose  
the name and corporate seal of each corporate party being hereto

con el nombre y sello corporativo, y otorgado por los oficiales  
affixed and these presents duly signed by its undersigned represen-

autorizados en sus cuerpos directivos.  
tatives pursuant to authority of its governing body.

TESTIGO:  
WITNESS:

\_\_\_\_\_  
(Si individuo o agencia)  
(If individual or firm)

A. CORDERO BADILLO, INC. SELLO  
( Principal) SEAL

\_\_\_\_\_  
(Si corporación)  
(If corporation)

Por: \_\_\_\_\_  
BY: \_\_\_\_\_ SELLO  
SEAL

DOY FE:  
ATTEST:

UNITED SURETY & INDEMNITY COMPANY SELLO  
Asegurador SEAL  
(Surety)

Por: \_\_\_\_\_  
BY: \_\_\_\_\_

Por: \_\_\_\_\_ SELLO  
BY: Representante Legal SEAL  
(Attorney-in-Fact)  
ANTONIO BLANES





## UNITED SURETY & INDEMNITY COMPANY

• A Commitment to Excellence and Integrity •

ENDOSO NUM. 1

ESTE ENDOSO, EFECTIVO 20 DE NOVIEMBRE DE 1991 FORMA PARTE DE LA FIANZA NÚM. 914080 EMITIDA A NOMBRE DE A. CORDERO BADILLO, INC. COMO PRINCIPAL POR UNITED SURETY & INDEMNITY COMPANY Y A FAVOR DE AUTORIDAD DE ENERGIA ELECTRICA, COMO BENEFICIARIO CON LÍMITE DE NOVECIENTOS TREINTA MIL CON 00/100 DOLARES (\$930,000.00).

SE HACE CONSTAR POR LA PRESENTE QUE LOS LOCALES Y CUENTAS CUBIERTOS POR ESTA FIANZA SON LOS DETALLADOS A CONTINUACIÓN:

### LOCAL

### CUENTA

✓ SANTA ROSA SHOPPING CENTER BAYAMÓN, PUERTO RICO	2117907-13002
✓ METROPOLITAN SHOPPING CENTER AVE. MUÑOZ RIVERA, HATO REY, P.R.	1314917-25002
CENTRO COMERCIAL RPTO. METROPOLITANO AVE. AMERICO MIRANDA, RIO PIEDRAS, P.R.	2615906-31003
✓ AVE. BALDORIOTY DE CASTRO, ISLA VERDE CAROLINA, PUERTO RICO	1016929-10002
✓ 65 DE INFANTERÍA SHOPPING CENTER, AVE. 65 INFANTERÍA, RIO PIEDRAS, P.R.	1113933-12002 y 1113939-12010
✓ QUEBRADILLAS SHOPPING CENTER KM. 100.8, CARR. #2, QUEBRADILLAS	7274019-30900
✓ VILLA BLANCA SHOPPING CENTER CAGUAS NORTE, CAGUAS, P. R.	4030090-05002
✓ SAN FRANCISCO SHOPPING CENTER, AVE. DE DIEGO, RIO PIEDRAS, P. R.	2213900-23002
✓ CENTRO COMERCIAL CAYEY, PR-1 CAYEY, P. R.	4234036-40102
✓ BONNEVILLE SHOPPING CENTER, CALLE DEGETAU, CAGUAS, P. R.	4130089-52102
✓ CENTRO COMERCIAL VILLA MARÍA MANATÍ, P. R.	7384050-32102

PÁGINA 2, ENDOSO NÚM. 1  
FIANZA NÚM. 914080

✓ EASTERN REGIONAL SHOPPING CENTER PR-3, KM. 45.9, FAJARDO, P. R.	3420906-21002
✓ PONCE MALL, PR-1, PONCE BY PASS PONCE, P. R.	5251048-31000
✓ CENTRO COMERCIAL JARDINES DE GUAYNABO, PR-20, GUAYNABO, P. R.	2219913-24702
✓ COUNTRY CLUB SHOPPING CENTER AVE. CAMPO RICO, CAROLINA, P.R.	3116911-16002
✓ VICTORY SHOPPING CENTER, PR-167 KM. 4.5, BAYAMÓN, P. R.	2017900-18001
✓ AVE. RODRÍGUEZ OLMO, BO. TANAMÁ ARECIBO, P. R.	7080111-30500
✓ AVE. LOS CAÑOS, CARR. #28 GUAYNABO, P. R. - ALMACÉN	2319936-18100
✓ KM. 15, HATO TEJAS, P. R.	2093923-31200
✓ AVE. PONCE DE LEÓN #52 BO. SABANA, GUAYNABO, P. R.	2319936-17000
✓ CARR. ESTATAL 128 Y #2, BO. SUSUA BAJA, YAUCO	5353054-80500
✓ <del>* AVE. CAMPO RICO, ESQ. AVENIDA GALICIA CAROLINA, P. R.</del>	3016915-26005
✓ CARR. #3, ESQ. AVE. ROBERTO CLEMENTE CAROLINA, P. R.	3016910-25300
✓ CARR. ESTATAL, ESQ. CORAZONES SI MAYAGUEZ, P. R.	6060150-42250
✓ CALLE JOSÉ I. QUINTÓN 56, COAMO, P. R.	5546040-92000
✓ EDIFICIO SINDICATO OBREROS UNIDOS SALINAS, P. R.	5545037-40103



PÁGINA 3, ENDOSO NÚM. 1  
FIANZAS NÚM. 914080

URB. JARDINES DE SANTA ISABEL  
CARR. 153  
SANTA ISABEL, P. R.

5544021-20102

CENTRO COMERCIAL DORADO DEL MAR  
DORADO, P. R.

2492905-22000

CENTRO COMERCIAL SAN CRISTÓBAL  
RUTA 156, KM. 17.3  
BARRANQUITAS, P. R.

4596026-65000

TODOS LOS DEMÁS TÉRMINOS Y CONDICIONES DE ESTA FIANZA  
PERMANECEN INALTERADOS.

FIRMADO Y SELLADO HOY, 25 DE OCTUBRE DE 1991.

A. CORDERO BADILLO, INC.  
PRINCIPAL

POR \_\_\_\_\_  
UNITED SURETY & INDEMNITY CO.  
FIANDORA

POR \_\_\_\_\_  
ANTONIO BLANES  
APODERADO

• A Commitment to Excellence and Integrity •

PO BOX 2111 SAN JUAN, PUERTO RICO 00922-2111 TEL. (787) 273-1818 FAX ADM. 783-8232 FAX FIANZAS 783-8115 FAX FLOOD 792-8666





**CONTINUATION CERTIFICATE**  
**PUERTO RICO ELECTRIC POWER AUTHORITY**

United Surety & Indemnity Company hereby continues in force its

Bond No. 914080

on Behalf of A. CORDERO BADILLO, INC., as Principal,

located VARIOS LOCALES /\$1,533,250.00

beginning 11/20/06 and ending 11/20/07

subject to all the terms and conditions of said bond; PROVIDED that the liability of United Surety & Indemnity Company shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof.

Signed and Sealed August 8, 2006

**United Surety & Indemnity Company**

Attorney-in-Fact

**This bond is subject to Rule XXIX of the Puerto Rico Insurance Code. In order for it to be valid it should have been paid at its inception or renewal date as applicable. If you are a beneficiary under it, be sure to receive evidence that it has been paid.**



**USIC**

**CONTINUATION CERTIFICATE**  
**PUERTO RICO ELECTRIC POWER AUTHORITY**

United Surety & Indemnity Company hereby continues in force its

Bond No. 914080

on Behalf of A. CORDERO BADILLO DBA GRANDE, as Principal,  
SUPERMARKET DBA EMPRESAS CORDE

located VARIOS LOCALES /\$1,686,250.00

beginning 11/20/07 and ending 11/20/08

subject to all the terms and conditions of said bond; PROVIDED that the liability of United Surety & Indemnity Company shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof.

Signed and Sealed September 4, 2007

**United Surety & Indemnity Company**

Attorney-in-Fact

**This bond is subject to Rule XXIX of the Puerto Rico Insurance Code. In order for it to be valid it should have been paid at its inception or renewal date as applicable. If you are a beneficiary under it, be sure to receive evidence that it has been paid.**



**CONTINUATION CERTIFICATE**  
**PUERTO RICO ELECTRIC POWER AUTHORITY**

United Surety & Indemnity Company hereby continues in force its

Bond No. 914080

on Behalf of A. CORDERO BADILLO DBA GRANDE, as Principal,  
SUPERMARKET DBA EMPRESAS CORDERO  
BADILLO

located VARIOS LOCALES /\$1,642,750.00

beginning 11/20/08 and ending 11/20/09

subject to all the terms and conditions of said bond; PROVIDED that the liability of United Surety & Indemnity Company shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof.

Signed and Sealed August 15, 2008

**United Surety & Indemnity Company**

Attorney-in-Fact

**This bond is subject to Rule XXIX of the Puerto Rico Insurance Code. In order for it to be valid it should have been paid at its inception or renewal date as applicable. If you are a beneficiary under it, be sure to receive evidence that it has been paid.**





**USIC**

**CONTINUATION CERTIFICATE**  
**PUERTO RICO ELECTRIC POWER AUTHORITY**

United Surety & Indemnity Company hereby continues in force its

Bond No. 914080

on Behalf of A. CORDERO BADILLO DBA GRANDE, as Principal,  
SUPERMARKET DBA EMPRESAS CORDE

located VARIOS LOCALES /\$1,642,750.00

beginning 11/20/09 and ending 11/20/10

subject to all the terms and conditions of said bond; PROVIDED that the liability of United Surety & Indemnity Company shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof.

Signed and Sealed August 14, 2009

**United Surety & Indemnity Company**

\_\_\_\_\_  
Attorney-in-Fact

This bond is subject to Rule XXIX of the Puerto Rico Insurance Code. In order for it to be valid it should have been paid at its inception or renewal date as applicable. If you are a beneficiary under it, be sure to receive evidence that it has been paid.